

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Planning, Research & Development
AGENDA DATE: April 26, 2005
CONTACT PERSON/PHONE: George Sarmiento, AICP, 541-4745
DISTRICT(S) AFFECTED: 1

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what?
Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the City Manager be authorized to sign an amendment to the Developer Agreement originally entered into between Frontera Vista L.P. and the City of El Paso on August 26, 2003 for the construction of certain roadway and crossing improvements in the vicinity of the Gomez Road area, such amended agreement attached hereto as Exhibit "A". This developer agreement, as amended, is made pursuant to Section 212.071 and 212.072 of the Texas Local Government Code as well as the City of El Paso Municipal Code. **(District 1**

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

This item is necessary to ensure access to the Valley Creek Park and the improvements will be at a reduced cost to the City of El Paso

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes. The original agreement that was passed on 8/26/03. This agreement proposes modification in consideration of removal of Gomez from the City's major thoroughfare plan.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

Moneys already set aside as per original agreement

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) approved by legal

FINANCE: (if required) _____

DEPARTMENT HEAD: _____

(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA: _____

CITY MANAGER: _____

DATE: _____

RESOLUTION

WHEREAS, the City of El Paso has acquired a 37-acre parcel off of Upper Valley Road to develop a regional park (the Park), and Frontera owns 118 acres contiguous to the Park (the Frontera Property); and

WHEREAS, The City is currently completing improvements to the Park; and

WHEREAS, The Park is to the east of the Nemexas Drain and the Schulte Lateral (the Crossings) of the El Paso County Water Improvement District No. 1 (the District) and improvements are needed to these crossings (the Crossing Improvements) in order to access the Park; and

WHEREAS, The City planned to access the Park by improving 40-feet of right-of-way (the existing extension of Gomez Road) that is currently unpaved. Since inception of the City's construction of the Park the District has removed the bridge crossing over the Nemexas Drain so there is no access to the Park from Upper Valley Road; and

WHEREAS, Frontera also needs to access the Frontera Property by crossing over the Nemexas Drain. The District may grant a permanent right to cross the Nemexas Drain to the City, but will not grant such permanent right to Frontera; and

WHEREAS, The City desires to have a road constructed from the intersection of Upper Valley Road to the Park, all within the right-of-way design for the extension of Gomez Road; and

WHEREAS, it has been decided that the original Gomez Road extension agreement that this agreement amends provided for a right-of-way width which is in excess of what is necessary for the Park and the abutting Frontera land; and

WHEREAS, This Agreement will allow improvement of the Crossings and Park Road in a more timely and cost-efficient manner that benefits both the City and Frontera;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS:

That the City Manager be authorized to sign an amendment to the Developer Agreement originally entered into between Frontera Vista L.P. and the City of El Paso on August 26, 2003

for the construction of certain roadway and crossing improvements in the vicinity of the Gomez Road area, such amended agreement attached hereto as exhibit "A". This developer agreement, as amended, is made pursuant to Section 212.071 and 212.072 of the Texas Local Government Code as well as the City of El Paso Municipal Code.

PASSED AND APPROVED this 26th day of April, 2005.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

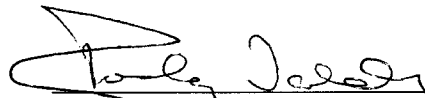
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Matt Watson
Assistant City Attorney

APPROVED AS TO CONTENT:



Rudy Valdez, Chief Urban Planner
Planning, Research, and Development

GOMEZ ROAD EXTENSION DEVELOPER AGREEMENT

This Gomez Road Extension Developer Agreement (Agreement) is made by and between the **CITY OF EL PASO**, a municipal corporation in the State of Texas (the City), and **FRONTERA VISTA L.P.**, a Texas limited partnership (Frontera) and is made pursuant to Section 212.071 and 212.072 of the Texas Local Government Code and Sections 19.28.030 and 19.28.040 of the El Paso Municipal Code. This Agreement is intended to replace in its entirety that Developer Agreement between the City and Frontera (the Original Developer Agreement) approved by resolution of City Council on August 26, 2003.

STATEMENTS OF FACT

1. The City has acquired a 36-acre parcel off of Upper Valley (f.k.a. Westside) Road to develop a regional park (the Park), and Frontera owns approximately 116.8 acres contiguous to the Park (the Frontera Property). The Park and the Frontera Property are marked on **Exhibit "A"** attached, and fully incorporated herein by reference.

2. When the City purchased the land to be used as the Park, it was agreed to by the City and Frontera that the City's contribution of one-half of the width of the land required for the future Gomez Road extension would abut the southern boundary of the Park.

3. The City has completed the improvements to the Park.

4. The Park is to the east of the Nemexas Drain and the Schultz Lateral (the Crossings) of the El Paso County Water Improvement District No. 1 (the District) and improvements are needed to these crossings (the Crossing Improvements).

5. The City planned to access the Park by improving 40-feet of right-of-way (the existing extension of Gomez Road) that is currently unpaved. Since inception of the City's construction of the Park the District has removed the bridge crossing over the Nemexas Drain so there is no access to the Park from Upper Valley Road.

6. Frontera also needs to access the Frontera Property by crossing over the Nemexas Drain. The District may grant a permanent right to cross the Nemexas Drain to the City, but currently will not grant such permanent right to Frontera.

7. The City desires to have a road constructed from the intersection of Upper Valley Road to the Park substantially as shown on **Exhibit "B"** attached and according to the cross-section on **Exhibit "C"** attached (referred to for purposes of this Agreement as the Park Road Phase I). The extension of Gomez Road from the easterly terminus of the Park Road Phase I is referred to for the purposes of this Agreement as the Park Road Phase II. In consideration of Frontera agreeing to this width and cross-section, the City agrees that in accordance with the Ordinance passed by City Council of even

date herewith, this will satisfy all access to Frontera's subdivision, including any secondary access requirements.

8. The Gomez (a.k.a. Redd) Road extension was originally contemplated to be part of a major arterial with a 120-foot Right-of-Way that crossed the Rio Grande River as shown on the City's 2025 Proposed Thoroughfare System Map contained within the Plan for El Paso, hereinafter referred to as the Plan.

9. Subsequent to the approval and execution of the Original Developer Agreement by Ordinance No. 15827, the City amended the Plan to remove the Gomez Road extension. Similarly, the Metropolitan Planning Organization, by resolution dated November 11, 2004, directed its staff to delete Gomez Road and the extension of Redd Road from the next generation of the MPO's Metropolitan Transportation Plan.

10. Frontera has not filed its subdivision plat, but recognizes and will fulfill the obligations it will have after filing its final subdivision plat with regard to the extension of the Park Road Phases I and II and other subdivision related improvements that are required in connection with its future subdivision.

11. In consideration of the agreements of the City set forth herein, Frontera agrees to construct some of these improvements before it will be required to do so under the Subdivision requirements in the Municipal Code.

12. This Agreement will allow improvement of the Crossings and Park Road Phase I in a more timely and cost-efficient manner that benefits both the City and Frontera.

AGREEMENTS OF FRONTERA

13. Right of Way. In order to allow the construction of the Park Road Phase I, Frontera will immediately dedicate its property needed for the Park Road Phase I that is shown on **Exhibit "B"** as part of this Developer Agreement, subject to the terms and conditions of the dedication deed, a copy of which is attached as **Exhibit "D."**

14. Design of Road and Crossings. The time periods set forth in this Agreement refer to calendar days and not working days. Frontera's engineers will prepare the revised design for the Crossing Improvements in accordance with this Agreement and other applicable City standards, and will submit same to the City Engineer for approval within 30 days after the City Council's acceptance of **Exhibit "D."** The City Engineer shall have 5 days to approve the revised design meeting the requirements of this Agreement and the El Paso Municipal Code to the extent not inconsistent with this Agreement. Within 5 days after approval by the City Engineer of the Crossing Improvements, the City will submit the revised drawings for the pending applications to the District for approval of the crossings. The revised design of the Crossing Improvements shall conform to paragraphs **26 and 27** as well as **Exhibit "F."** The improvements to the roadway within the Park Road Phases I and II shall be

constructed on 60 feet of Right of Way and designed as follows: two 11 foot lanes, one 12 foot center turn lane (unobstructed), a bike lane or lanes totaling 10 feet, one four foot parkway and one four foot sidewalk on each side, as consistent with and conforming to **Exhibit "C"** (cross section) and **Exhibit "G"** (plan view) attached hereto. However, within the Park Road Phases I and II there shall be a 5' x 5' passing area on the sidewalk that is otherwise 4' in width, at intervals not exceeding 200 feet in length, as is necessary to comply with the Texas Accessibility Standards. With regard to the roadway within the Park Road Phase I, Frontera will prepare the revised design within 30 days of the approval of the Crossing plans by the District and grant by the District to the City of the permanent easement right, or other legal right satisfactory to Frontera and the City. The City Engineer shall have 5 days to approve the revised design meeting all requirements of this Agreement and the El Paso Municipal Code to the extent not inconsistent with this Agreement.

15. Non-Extension Across River. As to the Frontera Property, Frontera agrees that except where otherwise required by the City or other public entity as a written condition to Frontera obtaining a permit required for the development of the Frontera Property, Frontera will not allow the extension of the Gomez Road right of way or any other right of way for motorized vehicular use across the Rio Grande River over any portion of the Frontera Property. Frontera further agrees that its agreement in this paragraph 15. shall be placed in a restrictive covenant in substantially the form of **Exhibit "H"** attached, which will be filed of record binding all future owners of the Frontera Property.

16. Ponding from Park Road Phase I. For no additional consideration, Frontera will permit the run-off from the Park Road Phase I to drain onto, and pond onto, Frontera's land to the north and south of the Park Road Phase I, according to a mutually agreed upon drainage design and location for the ponding. The ponding site will be approved by the City Engineer in conjunction with the approval of the design for the Park Road Phase I and Crossing Improvements. Upon the development of the Frontera Property, Frontera will grant to the City a permanent easement for the run-off from the Park Road Phase I.

17. Construction of the Crossing Improvements and Park Road Phase I. Within 15 days of (i) approval of the plans for the Crossing Improvements by the District and issuance by the District of the permanent easement or a legal right satisfactory to Frontera and the City; (ii) approval by the City Engineer of the Park Road Phase I plans and utility design plans, and (iii) after the utility installation, Frontera will begin construction (either itself or through a third party contractor) of the Park Road Phase I and the Crossing Improvements (**the Start Date**). The Crossing Improvements will include reinforced concrete pipe, a single box culvert, or whatever crossing type is required by the District, as mutually agreed by Frontera and the City Engineer. Frontera shall substantially complete construction of the Park Road Phase I and Crossing Improvements within 6 months following the Start Date. However, should Frontera experience any delay caused by the action or inaction of a governmental entity or force majeure, Frontera shall receive additional time to substantially complete construction in

an amount equal to that time lost due to such action or inaction of a governmental entity or force majeure. Upon completion of the construction of the Crossing Improvements and Park Road Phase I by Frontera, Frontera will send the City an itemized bill showing a detailed computation for the 30% contribution toward the cost of the Crossing Improvements and Park Road Phase I that the City will pay.

18. Project Costs. Without prior written City approval, Frontera agrees that the design and construction costs of the Park Road Phase I and the Crossing Improvements as specified on **Exhibit "E"** attached, shall not together exceed by more than 10%, \$664,000 plus all District fees, the installation costs of the required utilities and the fees of the City to include design approval, plan review, city inspections and utility inspections (the "Project Costs"). Frontera must obtain approval of the City Engineer to increase Project Costs from \$664,000 up to \$730,400. In the event that, prior to the inception of construction and after final approval by the District of the Crossing Improvements and the means of construction, it is determined that the Project Costs will exceed \$730,400, both Frontera and the City agree to use their best efforts to agree to an amendment of this Agreement satisfactory to both parties. If the parties are not able to agree to such an amendment, Frontera shall have the right to unilaterally terminate this Agreement, in which event neither party shall have any further obligations hereunder. However, should Frontera terminate this Agreement, all design plans and any work completed shall immediately become the property of the City of El Paso as well as Frontera, without any requirement for compensation to Frontera. In no event shall the City's reimbursement to Frontera exceed \$219,120 unless an amendment to this Agreement is approved by City Council.

19. Upsizing Water Lines. The water lines to the Park have been installed. If required by the El Paso Water Utility (EPWU) based on the requirements of Frontera's Property, Frontera will pay for the cost to upsize the water lines beyond what has been installed solely for park purposes. Frontera shall provide as part of the Project Costs a sewer line designed by and acceptable to the EPWU. Unless otherwise agreed to by the City's Engineering Department, the line will originate at a to-be-constructed manhole on Upper Valley Road, extend the full length of the Park Road Phase I, and terminate by a standard manhole. The diameter of the sewer line shall be no less than 8 inches. Intermittent manhole locations, if any, and other design standards and requirements, shall meet the requirements of EPWU.

20. Easements. Frontera has provided easements for the water and sewer lines either within the Park Road Phase I right-of-way or within its property.

21. District and City Fees. Frontera will pay for its percentage of the fees of the District related to the Crossings, and a percentage of the fees of the City related to the Crossings and the Park Road Phase I, in the percentages described below.

22. Bond and Insurance Required. Pursuant to §212.073 of the Texas Local Government Code, Frontera must provide a performance bond for Frontera's portion of the Project Costs to secure fulfillment of all of Frontera's obligations under this

Agreement. The bonds will be in a form approved by the City. The bonds must be executed by a corporate surety in accordance with 2253 of the Texas Government Code. The bonds shall identify the City as Owner and Obligee and shall bind Frontera and the Surety, their heirs, administrators, executors, successors and assignees, jointly and severally. The bonds shall expressly provide that Frontera shall faithfully render performance under this Agreement and shall remain in full force and effect until all requirements of this Agreement have been performed to the City's satisfaction. Throughout the time that the Park Road Phase I and Crossing Improvements are under construction (the "Construction Period"), Frontera shall have its contractor provide and keep in force, comprehensive general liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) for personal injuries sustained by one claimant from a single occurrence, TWO MILLION DOLLARS (\$2,000,000.00) for personal injuries to more than one claimant from a single occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) for property damages from a single occurrence. The City shall be provided with a copy of the policy evidencing such coverage. Such policy shall name the City as an additional insured and shall be issued by an insurance company licensed to do business in Texas. Such policy shall provide for 30 days written notice to the City prior to cancellation or material alteration of the insurance coverage.

23. Indemnity and Release. EXCEPT FOR THE CITY'S CONSTRUCTION RELATED TO THE PARK, THE PARK'S UTILITIES, AND UTILITY IMPROVEMENTS LEADING TO THE PARK INSTALLED UNDER THE CITY'S DIRECTION, FRONTERA AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY, OR INDIRECTLY TO THE CONSTRUCTION OF THE PARK ROAD PHASE I AND CROSSINGS (FOR PURPOSES OF THIS PARAGRAPH 23 THE "FRONTERA CONSTRUCTION")SPECIFICALLY, INCLUDING, BUT NOT LIMITED TO, CLAIMS FROM SUBCONTRACTORS, BONDING COMPANIES, EMPLOYEES OR OTHER INDIVIDUALS, FOR OBLIGATIONS ARISING FROM THE FRONTERA CONSTRUCTION, OR FROM ANY BREACH ON THE PART OF FRONTERA OF THE TERMS OF THIS AGREEMENT, OR FROM ANY DAMAGE TO PROPERTY OR INJURY TO PERSON(S) ARISING FROM OR ALLEGEDLY ARISING FROM THE CITY'S INVOLVEMENT UNDER THIS AGREEMENT

FRONTERA FURTHER AGREES, WITH THE EXPRESS AUTHORITY OF ANY OTHER ENTITY OR INDIVIDUAL IN PRIVITY WITH FRONTERA, NOW OR IN THE PAST, THAT EXCEPT FOR THE CITY'S CONSTRUCTION RELATED TO THE PARK, THE PARK'S UTILITIES, AND UTILITY IMPROVEMENTS LEADING TO THE PARK INSTALLED UNDER THE CITY'S DIRECTION, IT SHALL RELEASE AND FOREVER DISCHARGE THE CITY, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, ATTORNEYS, AND ADMINISTRATORS FROM ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTION OR SUITS IN EQUITY, OF ANY KIND OR NATURE, ACCRUING, WHETHER KNOWN OR UNKNOWN ON THIS

DATE, FOR OR BECAUSE OF ANY MATTER OR THING DONE, OMITTED, OR SUFFERED TO BE DONE OR OMITTED IN ANY WAY DIRECTLY OR INDIRECTLY ARISING FROM THE FRONTERA CONSTRUCTION OF THE PARK ROAD PHASE I OR CROSSING IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, ATTORNEY'S FEES, COSTS OF PREPARING A CLAIM OR OTHER COSTS.

EXCEPT FOR THE CITY'S CONSTRUCTION RELATED TO THE PARK, THE PARK'S UTILITIES, AND UTILITY IMPROVEMENTS LEADING TO THE PARK INSTALLED UNDER THE CITY'S DIRECTION, FRONTERA FURTHER EXPRESSLY AGREES TO INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS ARISING, IN WHOLE OR IN PART, FROM THE CONDUCT, ACTS OR OMISSIONS OF THE CITY, EVEN WHERE SUCH CLAIMS MAY INVOLVE NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY OR ITS OFFICERS, EMPLOYEES OR AGENTS.

AGREEMENTS OF THE CITY

24. The Park Road Phase I. The City will allow the public to access the Park only through those portions of Duckett Road to the south of the Park and not through the area of the Park Road Phase I until the Park Road Phase I as described on **Exhibit "B"** is completed, and will assist Frontera in keeping the public from interfering with the construction of the Park Road Phase I. Pursuant to the subdivision code provisions requiring an owner to pay for road improvements along the owner's road frontage, at some future date when Gomez Road is extended along the entire length of the Park (referred to herein as the Park Road Phase II), the City shall also be responsible to improve the half of the Park Road Phase II extension that is within the Park boundary to the extent authorized pursuant to Chapter 26 of the Texas Parks and Wildlife Code should such provision be shown to be applicable.

25. District Consent to the Crossing Improvements. The City will use its best efforts to obtain the District's consent to the Crossing Improvements and to obtain no more restricted or limited legal rights to use the Crossings than a permanent easement or other legal right satisfactory to Frontera and the City. It is agreed that if, for any reason, the City fails to obtain from the District the rights to have the structures constructed and maintained over the Crossings within twelve months from the date of this Agreement, Frontera's obligation to construct the Crossings and the Park Road Phase I will be released and this Agreement will be of no further effect, unless Frontera agrees to extend its obligation to construct for a longer period of time.

26. Nemexas Drain Crossing. The City agrees that the Crossing Improvements related to the construction of the Park Road Phase I over the Nemexas Drain shall be a width of 53 feet (plus slopes, headwalls, fencing and utility crossings). Forty-four feet of paving shall be provided. Such pavement shall consist of the following: two 11 foot lanes, one 12 foot center turn lane (unobstructed), a bike lane or lanes totaling 10 feet, 1 foot of curbing (6" on each side), and one four foot sidewalk on each side, all as shown on **Exhibit "F"** attached. The City agrees that the 4-foot wide

sidewalks abutting the curb line are acceptable and appropriate for the Crossing Improvements.

27. The Schultz Lateral. The City agrees that the Crossing Improvements related to the construction of the Park Road Phase I over the Schultz Lateral shall be a width of 53 feet (plus slopes, headwalls, fencing and utility crossings). Such pavement shall consist of the following: two 11 foot lanes, one 12 foot center turn lane (unobstructed), a bike lane or lanes totaling 10 feet, 1 foot of curbing (6" on each side), and one four foot sidewalk on each side, all as shown on **Exhibit "F."** The City agrees that the 4-foot wide sidewalks abutting the curb line are acceptable and appropriate for the Crossing Improvements.

28. Payment to Frontera by City. The City agrees to pay Frontera 30% of the costs of the design and construction portion of the Project Costs as defined in paragraph 18, and agrees to pay to Frontera 30% of all fees except to the extent that payment of a portion of the fees charged by the City is prohibited by law. The City agrees to pay the 30% portion of the Project Costs within 60 days from receipt of evidence of the Project Costs.

29. Acknowledgment. The parties agree that time is of the essence in completion of the construction contemplated by this Agreement. However, it is understood by the City that Frontera cannot begin construction of the Park Road Phase I and Crossing Improvements until (i) this Agreement is approved by City Council; (ii) the final construction designs are approved by the required City Departments; (iii) the designs for the utility installations have been coordinated with all of the utilities and (iv) the final designs are approved by the District and the District issues its permanent easement or other legal right acceptable to Frontera and the City for the construction of the Crossing Improvements and use of the Crossings.

MUTUAL AGREEMENTS

30. Governing Law. All questions concerning the validity, operation, and interpretation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

31. Interpretation. This Agreement shall be deemed to have been jointly prepared by the City and Frontera, and no ambiguity herein shall be construed for or against any party based upon the identity of the author of this Agreement or any portion thereof.

32. Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. This Agreement may not be modified except by an instrument in writing signed by both parties.

33. Notice. Any notice or communication required or permitted hereunder shall be given in writing and sent by (1) personal delivery, or (2) overnight delivery service with proof of delivery, or (3) United States Mail, postage prepaid, registered or certified mail, or (4) facsimile transmission addressed as follows:

The City:	City of El Paso City Manager 2 Civic Center Plaza El Paso, Texas 79901 (915) 541-4844 fax (915) 541-4866
With a copy to:	Office of the City Attorney 2 Civic Center Plaza, 9 th Floor El Paso, Texas 79901 (915) 541-4550 fax (915) 541-4710
Frontera:	Frontera Vista L.P. 6927 N. Mesa El Paso, Texas 79912 Attn: Russell Hanson (915) 478-7877 fax (915) 833-3250
With a copy to:	Mrs. Risher S. Gilbert Gilbert, Coffey & Hobson 201 E. Main, Suite 601 El Paso, Texas 79901 (915) 532-6622 fax (915) 541-6490

or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or overnight delivery or, in the case of certified or registered mail, as of the date of deposit or delivery to the United States Mail in the manner provided herein, or in the case of delivery by facsimile, upon receipt of confirmation of delivery by the party sending the notice or communication. Any notice required by this Agreement or in any way related to the transaction contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Section. Either party hereto may change the address for notice specified above by giving the other party ten (10) days advance written notice of such change of address.

34. Successors and Assigns. This Agreement is binding on the successors and assigns of the City and Frontera.

Effective this ____ day of April, 2005.

WITNESS THE FOLLOWING SIGNATURES:

CITY OF EL PASO

Joyce A. Wilson, City Manager

Developer: **FRONTERA VISTA L.P.**

By: Joe Hanson Homes, Inc.,

Its: General Partner

By: _____
Russell Hanson, President

APPROVED AS TO FORM:

Matt Watson, Assistant City Attorney

APPROVED AS TO CONTENT:

George Sarmiento
Director of Planning, Research, &
Development

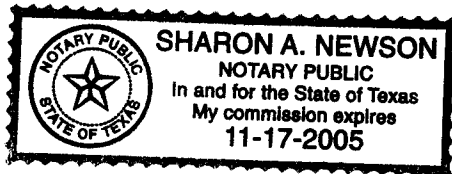
STATE OF TEXAS §
 §
COUNTY OF EL PASO §

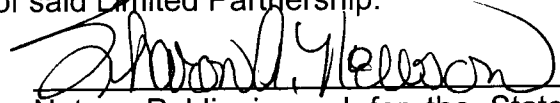
This instrument was acknowledged before me on this ____ day of _____, 2005, by Joyce A. Wilson, City Manager of the City of El Paso.

Notary Public in and for the State of
Texas

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

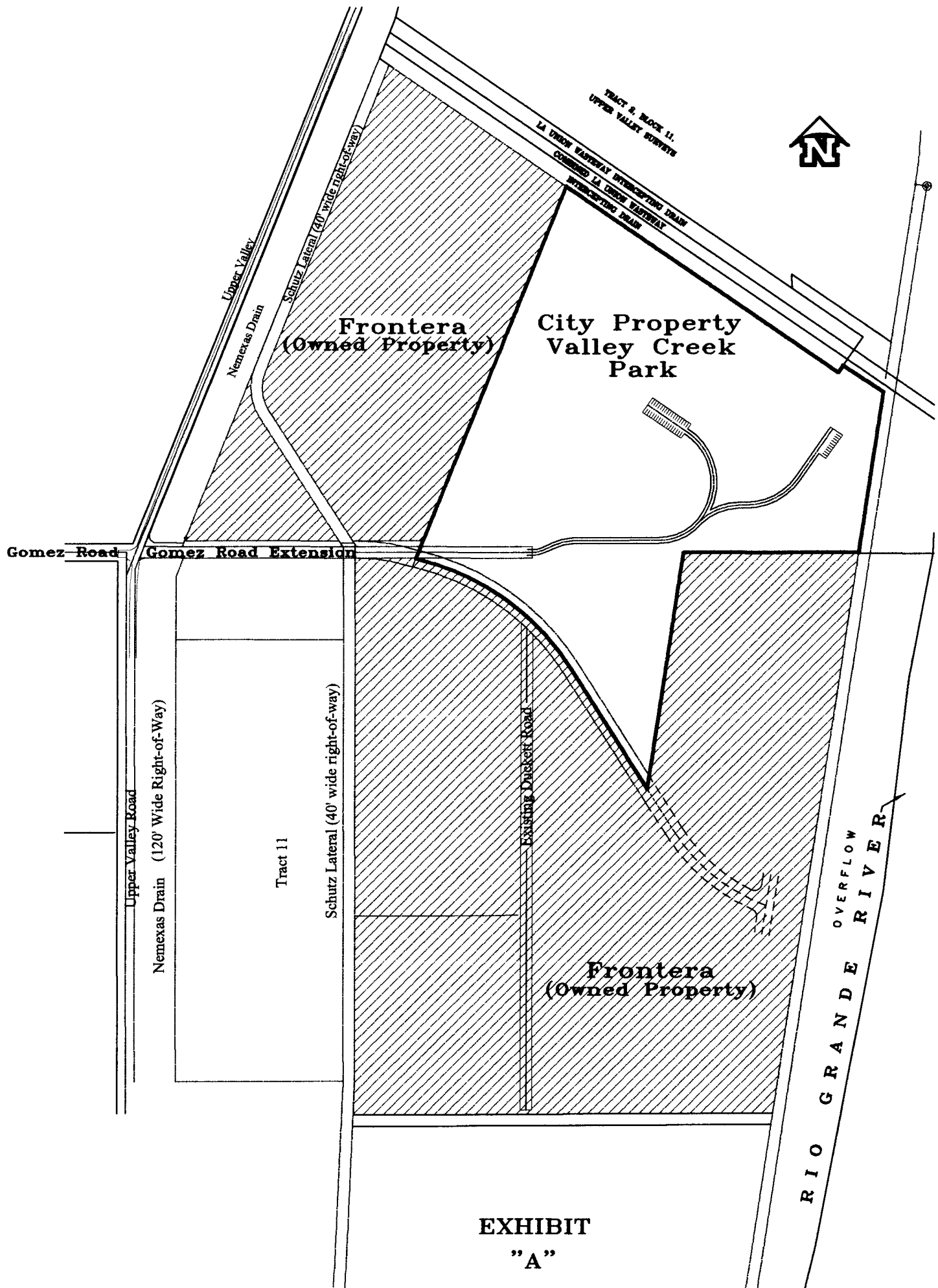
This instrument is acknowledged before me on this 21st day of 2005, by Russell Hanson as President of Joe Hanson Homes, Inc., general partner of FRONTERA Vista L.P., a Texas Limited Partnership, on behalf of said Limited Partnership.




Notary Public in and for the State of
Texas

List of Exhibits

1. Exhibit "A" – The Park and the Frontera Property
2. Exhibit "B" – Location of the Park Road Phase I
3. Exhibit "C" – Cross-Section of Park Road Phase I and II
4. Exhibit "D" – Dedication Deed
5. Exhibit "E" – Design and Construction Costs of Park Road Phase I and Crossing Improvements
6. Exhibit "F" – Cross Section for Crossing Improvements
7. Exhibit "G" – Park Road Phase I Plan View
8. Exhibit "H"- Restrictive Covenant



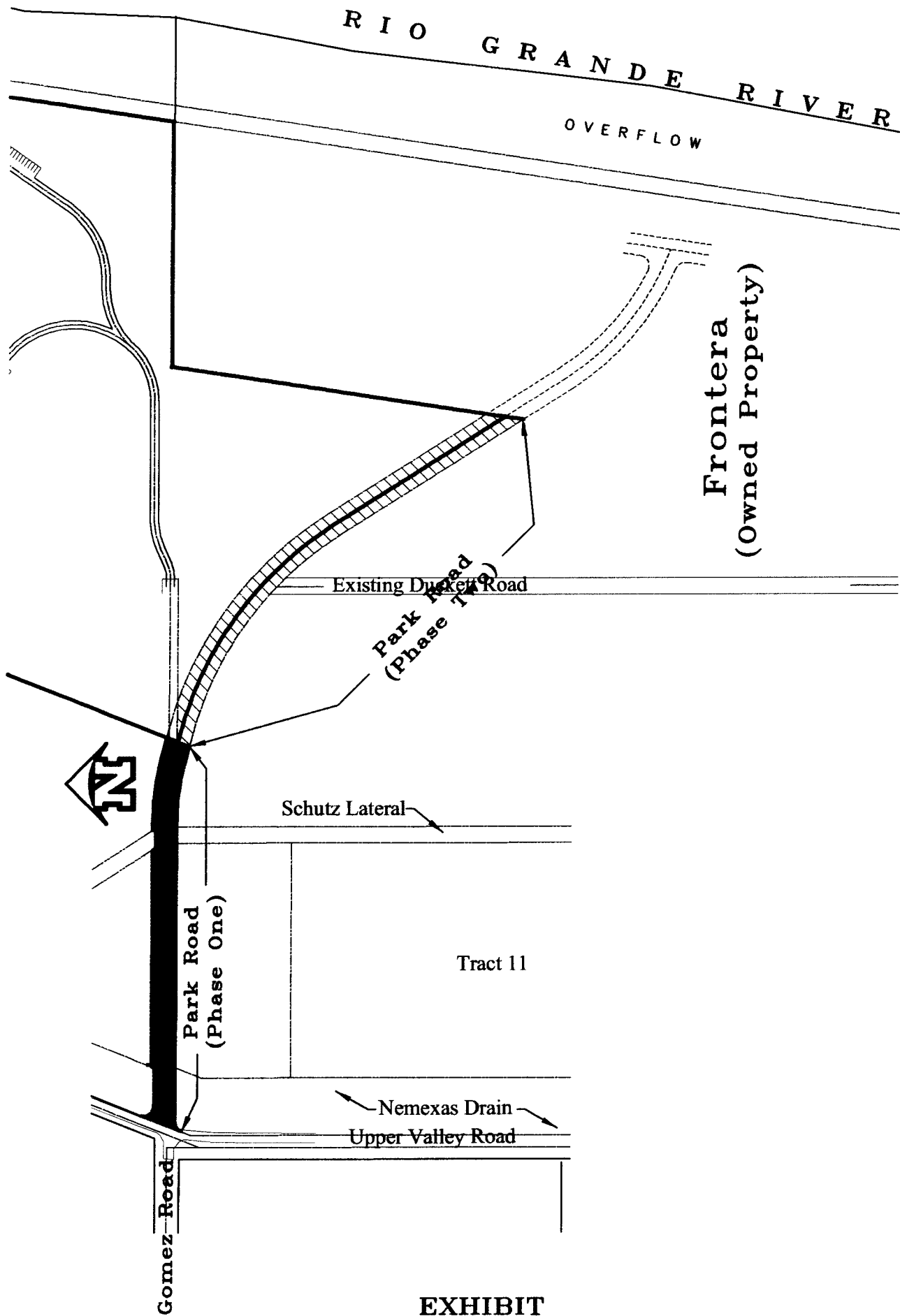
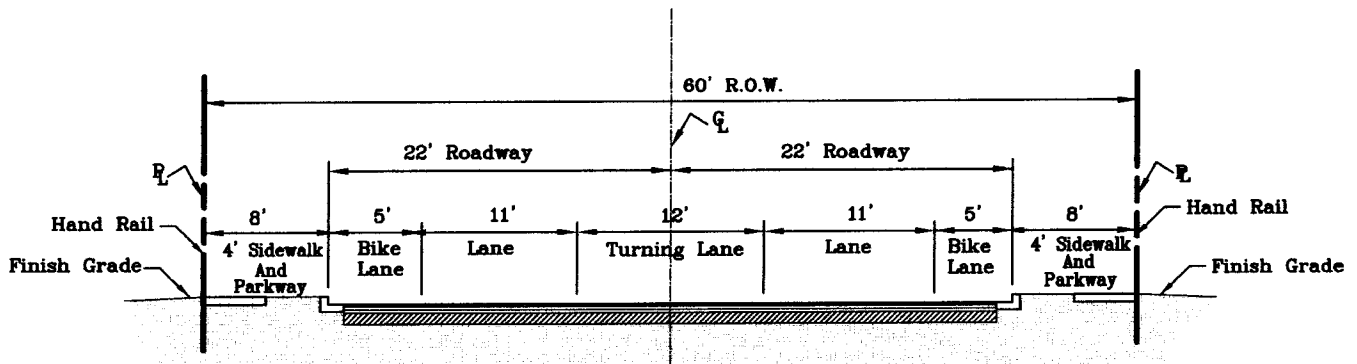


EXHIBIT
"B"

PARK ROAD, PHASES I AND II



60' WIDE STREET WITH BIKE LANES

EXHIBIT
"C"

SPECIAL DEDICATION DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF EL PASO §

THAT THE UNDERSIGNED, **FRONTERA VISTA, L.P.**, a Texas limited partnership, hereinafter called "Grantor," for good and valuable consideration, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the **CITY OF EL PASO, TEXAS**, herein referred to as "Grantee," certain real property for purposes of the Gomez Road Extension described as follows:

Three parcels of land being a portion of Tract 1A, Block 11, UPPER VALLEY SURVEYS, El Paso County, Texas, being more particularly described by metes and bounds in Exhibits "A", "B" and "C" attached hereto and made a part hereof, A map of the three parcels and the bearings used in Exhibits "A" through "C" is attached as Exhibit "D."

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, easements, covenants and conditions, if any, relating to the herein above described property, including, but not limited to, the following:

1. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
2. All matters of record
3. Contracts, taxes, construction charges, and rights-of-way for irrigation and drainage ditches applicable to property in the El Paso County Water Improvement District No. 1;
4. All easements, contracts, levees, laterals, roads, ditches, drains, and other claims or interest resulting directly or indirectly from the inclusion of the subject property or a part thereof in an irrigation, reclamation or water improvement district or project.
5. Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, including but not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.

6. The existence of a water line of the El Paso Water Utilities within the area being dedicated.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantee's heirs, executors, administrators, successors and assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns against every person whomsoever claiming or to claim the same or any part thereof, by and through Grantor, but not otherwise.

Current ad valorem taxes on the property having been prorated, the payment thereof is assumed by Grantee as of the effective date of this Special Dedication Deed.

EFFECTIVE this ____ day of April 2005.

FRONTERA VISTA, L.P.

By: Joe Hanson Homes, Inc.
General Partner

By: _____
J. Russell Hanson
President

RECEIVED, ACCEPTED AND
AGREED TO BY THE GRANTEE

CITY OF EL PASO

By: _____
Joe Wardy, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument is acknowledged before me on this ____ day of April 2005, by J. Russell Hanson, President of Joe Hanson Homes, Inc., general partner of Frontera Vista, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

 This instrument was acknowledged before me on this _____ day of April 2005 by Joe
Wardy, Mayor of the City of El Paso.

Notary Public in and for the State of Texas

Prepared For: Hanson Asset Management, L.P.
Being a Portion of Tract 1A, Block 11
Upper Valley Surveys
City of El Paso, El Paso County, Texas
WO: 050903-4C
Date: April 5, 2005

PROPERTY DESCRIPTION
(Parcel 1, Required Additional R.O.W.)

Description of a 0.2510 acre parcel of land being a Portion of Tract 1A, Block 11, Upper Valley Surveys, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows:


Beginning at a IBWC Monument, P.T. Sta. 1587+31.85, North 10,698,023.56, East 350,772.74; Thence, South 64° 30' 13" West a distance of 2,846.74 feet to a 5/8" diameter rebar with plastic cap stamped Roe Engineering L.C., Tx. 2449 lying on the Easterly Right of Way line of the Nemexas Drain; and the "True Point of Beginning";

Thence, leaving said Easterly Right of Way line, South 89° 50' 00" East a distance of 536.22 feet to a 5/8" diameter rebar with plastic cap stamped Roe Engineering L.C., Tx. 2449 lying on the Westerly Right of Way line of Schutz Lateral;

Thence, along said Westerly Right of Way line, South 32° 53' 35" East a distance of 23.86 feet to a 5/8" diameter rebar with plastic cap stamped Roe Engineering L.C., Tx. 2449 lying on the Northerly Right of Way line of Duckett Road and a point for corner;

Thence, along said Northerly Right of Way line, North 89° 50' 00" West a distance of 557.17 feet to a 5/8" diameter rebar with plastic cap stamped Roe Engineering L.C., Tx. 2449 lying on the Easterly Right of Way line of the Nemexas Drain, and a point for corner;

Thence, continuing along said Easterly Right of Way line, North 21° 48' 00" West a distance of 21.52 feet back to the "True Point of Beginning" of said parcel and containing in all 10,933.92 square feet or 0.2510 acres of land more or less.


Bradley Roe, R.P.L.S./2449
Roe Engineering, L.C.

Prepared For: Hanson Asset Management, L.P.
Being a Portion of Tract 1A, Block 11
Upper Valley Surveys
City of El Paso, El Paso County, Texas
WO: 050903-4C
Date: April 5, 2005

PROPERTY DESCRIPTION
(Parcel 2, Required Additional North R.O.W.)

Description of a 0.0556 acre parcel of land being a Portion of Tract 1A, Block 11, Upper Valley Surveys, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows:

Beginning at a IBWC Monument, P.T. Sta. 1587+31.85, North 10,698,023.56, East 350,772.74;
Thence, South 58° 17' 01" West a distance of 2,334.13 feet to a 5/8" diameter rebar with plastic cap stamped Roe Engineering L.C., Tx. 2449 lying on the Easterly Right of Way line of the Schutz Lateral; and the "True Point of Beginning";

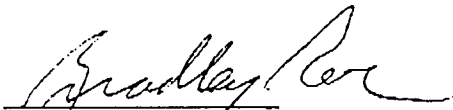
Thence, leaving said Easterly Right of Way line, South 89° 50' 00" East a distance of 20.45 feet to a 5/8" diameter rebar with plastic cap stamped Roe Engineering L.C., Tx. 2449 and a point for curve;

Thence, 161.04 feet along a curve to the right whose radius is 645.00 feet, whose central angle is 14° 18' 20", whose Tangent is 80.94 feet, and whose Chord bears South 82° 40' 50" East a distance of 160.62 feet, to a 5/8" diameter rebar with plastic cap stamped Roe Engineering L.C., Tx. 2449 and a point for corner;

Thence, North 89° 50' 00" West a distance of 170.93 feet to a 5/8" diameter rebar with plastic cap stamped Roe Engineering L.C., Tx. 2449 lying on the Easterly Right of Way line of Schutz Lateral;

Thence, along said Easterly Right of Way line, North 00° 06' 00" West a distance of 6.38 feet to a 5/8" diameter rebar with plastic cap stamped Roe Engineering L.C., Tx. 2449, and a point for corner;

Thence, along said Easterly Right of Way line, North 32° 53' 35" West a distance of 16.25 feet back to the "True Point of Beginning" of said parcel and containing in all 2,423.61 square feet or 0.0556 acres of land more or less.


Bradley Roe, R.P.L.S. 2449
Roe Engineering, L.C.

Prepared For: Hanson Asset Management, L.P.
Being a Portion of Tract 1A, Block 11
Upper Valley Surveys
City of El Paso, El Paso County, Texas
WO: 050903-4C
Date: April 5, 2005

PROPERTY DESCRIPTION
(Parcel 3, Required Additional South R.O.W.)

Description of a 0.0474 acre parcel of land being a Portion of Tract 1A, Block 11, Upper Valley Surveys, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows:


Beginning at a IBWC Monument, P.T. Sta. 1587+31.85, North 10,698,023.56, East 350,772.74;
Thence, South 53° 54' 29" West a distance of 2,185.99 feet to a 5/8" diameter rebar with plastic cap stamped Roe Engineering L.C., Tx. 2449 and the "True Point of Beginning";

Thence, South 21° 48' 00" West a distance of 32.06 feet to a 5/8" diameter rebar with plastic cap stamped Roe Engineering L.C., Tx. 2449 and a point for curve;

Thence, 22.29 feet along a curve to the right whose radius is 575.00 feet, whose central angle is 02° 13' 16", whose Tangent is 11.15 feet, and whose Chord bears North 74° 30' 25" West a distance of 22.29 feet, to a 5/8" diameter rebar with plastic cap stamped Roe Engineering L.C., Tx. 2449 and a point for curve;

Thence, 167.82 feet along a curve to the left whose radius is 585.00 feet, whose central angle is 16° 26' 13", whose Tangent is 84.49 feet, and whose Chord bears North 81° 36' 54" West a distance of 167.25 feet, to a 5/8" diameter rebar with plastic cap stamped Roe Engineering L.C., Tx. 2449 and a point for corner,

Thence, South 89° 50' 00" East a distance of 198.84 feet back to the "True Point of Beginning" of said parcel and containing in all 2,063.06 square feet or 0.0474 acres of land more or less.


Bradley Roe, R.P.L.S. 2449
Roe Engineering, L.C.

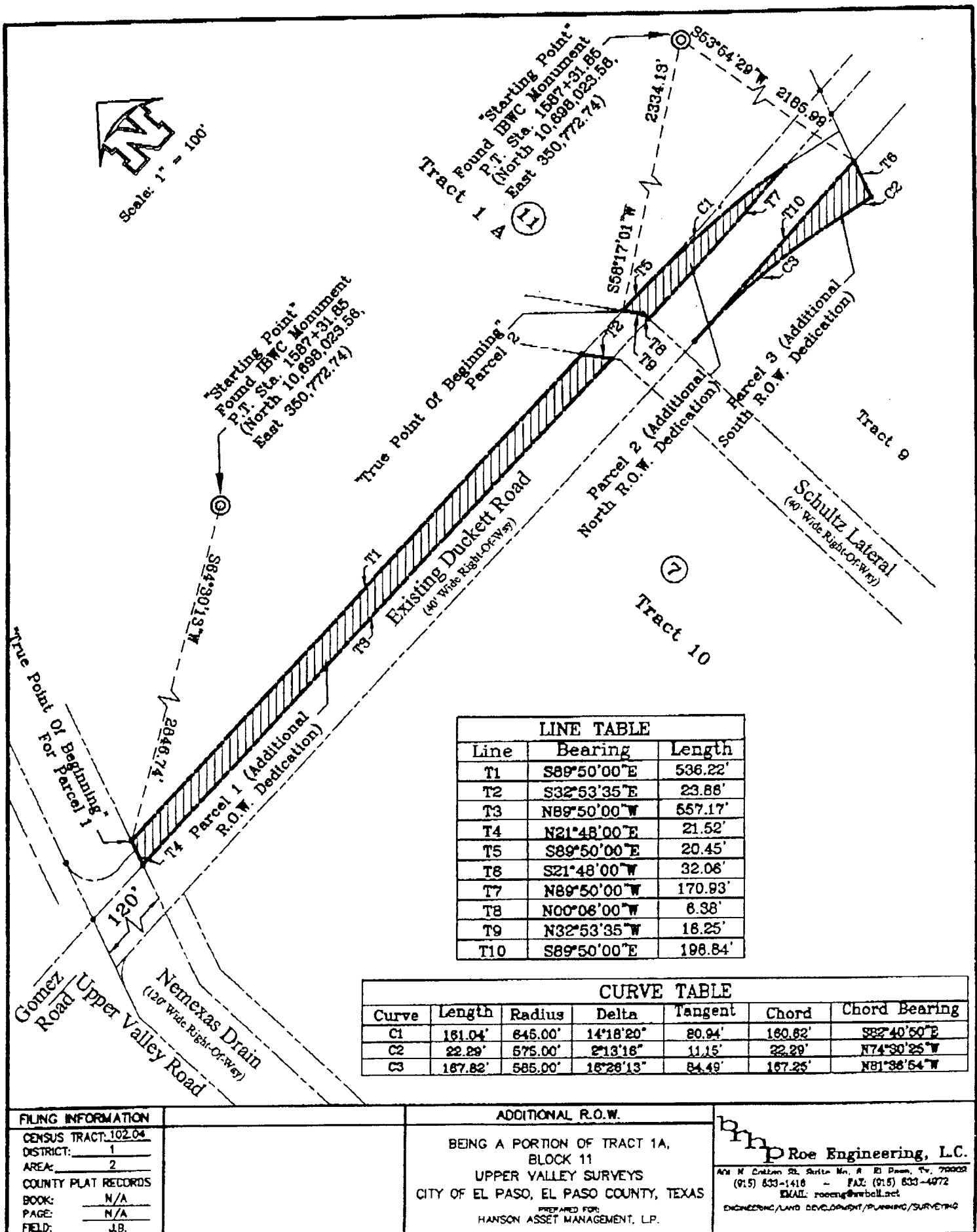


EXHIBIT D

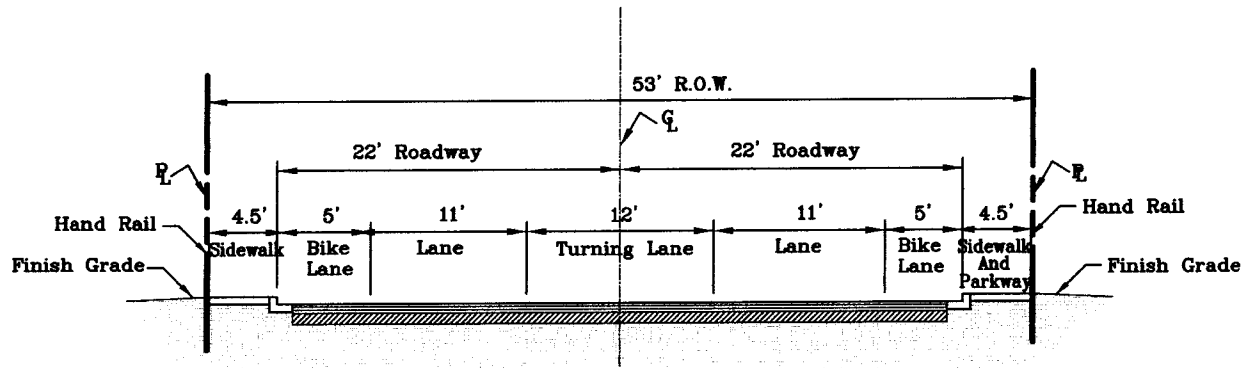
Opinion of Estimated Costs
Gomez Road "Park" Street
To Park Entrance
NO IMPROVEMENT PLANS AVAILABLE AT TIME OF ESTIMATE
Excludes Utilities and Street Lights

4/13/2005
FINAL

DESCRIPTION	COST
ENGINEERING - Street Only / culverts below	\$ -
CONSTRUCTION STAKING - street	\$ -
SOILS ENGINEERING / TESTING - street	\$ -
GRADING PERMIT	\$ -
INSURANCE	\$ -
CLEARING AND GRUBBING	\$ -
EARTHWORK	\$ -
MINOR EARTHWORK STABILIZATION	\$ -
CURB	\$ -
WATER - INSTALLED	\$ -
SEWER INCLUDING DEWATERING	\$ -
GAS - TO BE INSTALLED AT A LATER DATE	\$ -
ELECTRIC - TO BE INSTALLED AT A LATER DATE	\$ -
TELEPHONE - TO BE INSTALLED AT A LATER DATE	\$ -
ASPHALT PAVING 3 1/2" / 6" / 6"	\$ -
CONCRETE PAVING @ DRAIN	\$ -
DEMO WORK	\$ -
PAVING CUTS	\$ -
PAVING REPAIRS	\$ -
TEMP. TRAFFIC CONTROL	\$ -
MONUMENTS	\$ -
TEMPORARY STREET PONDING BASINS	\$ -
E.P.A. / EROSION CONTROL / SILT FENCE	\$ -
GUARDRAIL	\$ -
CONSTRUCTION WATER	\$ -
SIDEWALK	\$ -
STREET / TRAFFIC SIGNS	\$ -
STRIPING	\$ -
BARRICADES	\$ -
CLEANUP	\$ -
REPRODUCTION (NOT TO EXCEED \$2,000.00)	\$ -
MISCELLANEOUS (NOT TO EXCEED \$6,000.00)	\$ -
DRAIN BOX CULVERT 73 FT. (53FT. + 10M FT SLOPE BOTH SIDES)	\$ -
WATER DIVERSION - 5000+500/DAY PER DARYL "SAND BAG" (NO DEWATERING)	\$ -
LATERAL 53FT. - 48" RCP CULVERT (INSTALLED DURING DRY PERIOD -NO DEWATERING)	\$ -
CULVERT DESIGN FEES	\$ -
CULVERT SOIL TESTING	\$ -
BOND	\$ -
CONSTRUCTION MANAGEMENT (NOT TO EXCEED \$25,000.00)	\$ -
SUBTOTAL	\$ 664,252.00
10% CONTINGENCY	\$ 66,425.20
TOTAL	\$ 730,677.20
ANTICIPATED COSTS NOT INCLUDED IN THE ABOVE ESTIMATED COSTS	
STREET LIGHTS / WOOD POLE	\$ 10,500.00
WATER DISTRICT FEES \$1,000 + 50/LF.	\$ 12,750.00
ELECTRIC COMPANY LOC.	\$ 1,500.00

EXHIBIT E

CROSS SECTION FOR CROSSING IMPROVEMENTS



53' STREET WITH BIKE LANES AT CROSSINGS

EXHIBIT
"F"

PARK ROAD, PLAN VIEW (PHASE I)

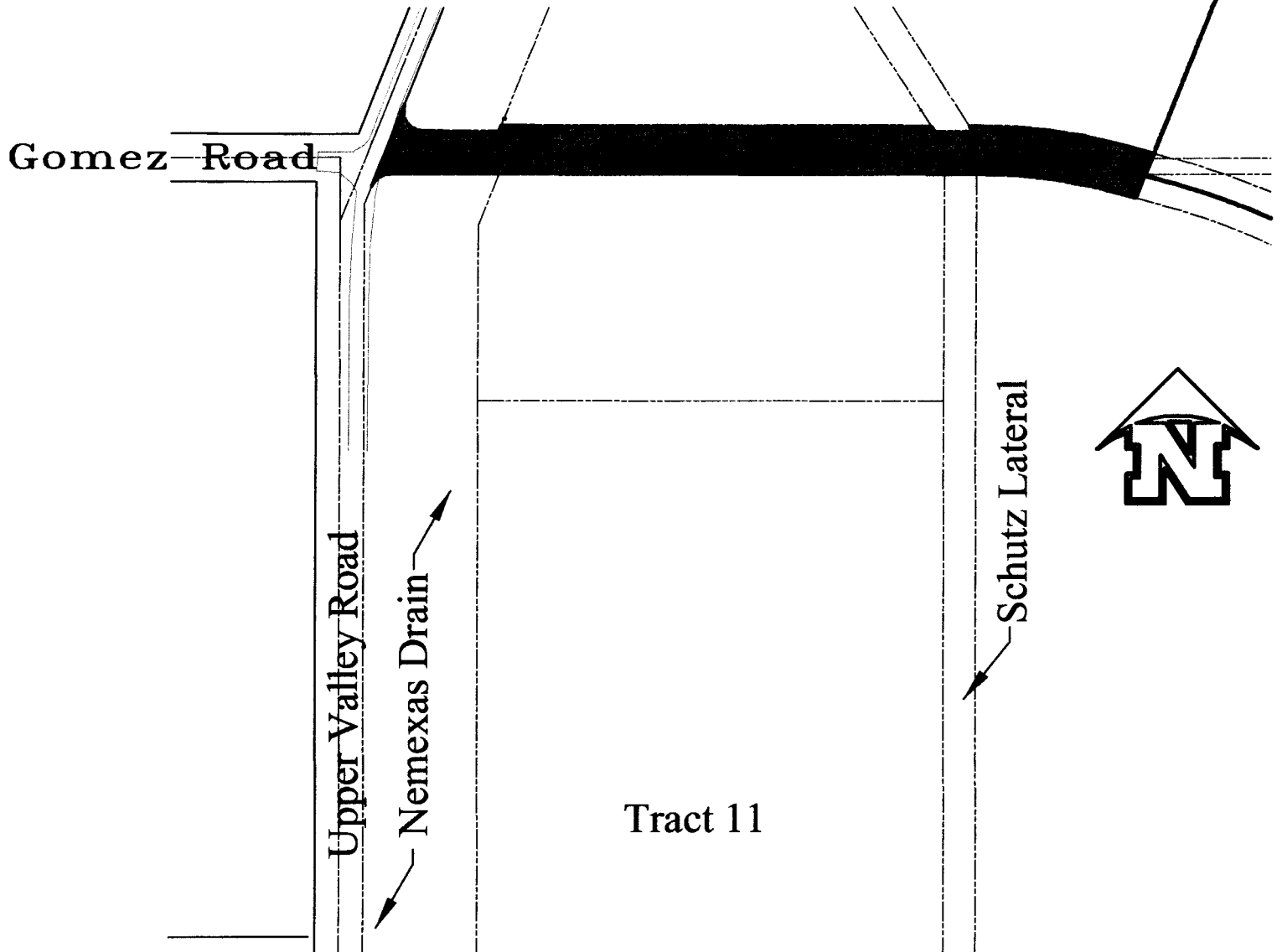


EXHIBIT
"G"

RESTRICTIVE COVENANT

This Restrictive Covenant is executed to be effective as of the date of the filing of that Dedication Deed from Frontera Vista, L.P. to the City of El Paso conveying certain property by metes and bounds to be used as an extension of Gomez Road in El Paso, Texas (the "Effective Date").

Frontera Vista, L.P. hereby covenants and agrees that it is the owner of approximately 116.82 acres of land described on Exhibits "A through E" attached, save and except that 36 acre parcel deeded to the City of El Paso described on Exhibit "F" attached, and hereby covenants and agrees that the approximately 116.82 acres (the "Real Property") is subject to the restrictive covenant described below.

Frontera Vista, L.P. hereby restricts the Real Property so that, except where otherwise required by the City or other public entity as a written condition to Frontera obtaining a permit required for the development of the Real Property, Frontera will not allow the extension of the Gomez Road right of way or any other right of way for motorized vehicular use across the Rio Grande River over any portion of the Real Property.

This Restrictive Covenant will run with the land and be binding on Frontera Vista, L.P. and its successors and assigns.

IN WITNESS WHEREOF, Frontera Vista, L.P. has executed this instrument to be effective on the Effective Date.

FRONTERA VISTA, L.P.,
a Texas limited partnership

By: Joe Hanson Homes, Inc.
General Partner

By: _____
J. Russell Hanson, President

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on April _____, 2005, by J. Russell Hanson, President of Joe Hanson Homes, Inc., a Texas corporation, general partner of Frontera Vista, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for the State of Texas

ATCON ENGINEERING
A 57.9896 ACRE PARCEL
BEING A PORTION OF TRACT 8, BLOCK 7,
UPPER VALLEY SURVEYS
JANUARY 24, 1996

PROPERTY DESCRIPTION
(PARCEL 1)

DESCRIPTION OF A PARCEL OF LAND BEING A PORTION OF TRACT 8, BLOCK 7, UPPER VALLEY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND I.B.W.C. MONUMENT P.T. STA. 1587+31.85, THENCE, NORTH $81^{\circ}22'34''$ WEST A DISTANCE OF 40.00 FEET TO A FOUND I.B.W.C. PIPE; THENCE, SOUTH $08^{\circ}37'26''$ WEST (COUNTY RESURVEY PLAT BEARING SOUTH $08^{\circ}37'$ WEST) A DISTANCE OF 1295.09 FEET TO A FOUND 2" I.B.W.C. PIPE SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THE PARCEL OF LAND DESCRIBED HEREIN;

THENCE, SOUTH $08^{\circ}37'26''$ WEST 2733.96 FEET (COUNTY RESURVEY PLAT DISTANCE 2735.13 FEET) TO A SET 1/2" REBAR ON THE SOUTHEAST CORNER OF THIS PARCEL;

THENCE, SOUTH $89^{\circ}59'37''$ WEST A DISTANCE OF 727.28 FEET (COUNTY RESURVEY PLAT SOUTH $89^{\circ}54'$ WEST, 725.41 FEET) TO A SET 1/2" REBAR ON THE SOUTHWEST CORNER OF THIS PARCEL;

THENCE, NORTH $00^{\circ}03'29''$ WEST (COUNTY RESURVEY PLAT BEARING NORTH $00^{\circ}06'$ WEST) A DISTANCE OF 2707.29 FEET ALONG THE RIGHT-OF-WAY LINE OF DUCKETT ROAD TO A SET CHISELED CROSS LOCATED AT THE NORTHWEST CORNER OF THIS PARCEL;

THENCE SOUTH $89^{\circ}47'29''$ EAST (COUNTY RESURVEY PLAT BEARING SOUTH $89^{\circ}50'$ EAST) A DISTANCE OF 1139.98 FEET TO A FOUND 2" I.B.W.C. PIPE SAID POINT BEING THE TRUE POINT OF BEGINNING AND SAID PARCEL CONTAINING 2,526,028.19 SQUARE FEET OR 57.9896 ACRES OF LAND MORE OR LESS.

EXHIBIT A

ATCON ENGINEERING
A 35.4563 ACRE PARCEL
BEING A PORTION OF TRACT 8, AND ALL OF TRACT 9. BLOCK 7,
UPPER VALLEY SURVEYS
JANUARY 24, 1996

PROPERTY DESCRIPTION
(PARCEL 2)

DESCRIPTION OF A PARCEL OF LAND BEING A PORTION OF TRACT 8 & ALL OF TRACT 9, BLOCK 7, UPPER VALLEY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND I.B.W.C. MONUMENT P.T. STA. 1587+31.85, THENCE, NORTH 81°22'34" WEST A DISTANCE OF 40.00 FEET TO A FOUND I.B.W.C. PIPE; THENCE, SOUTH 08°37'26" WEST (COUNTY RESURVEY PLAT BEARING SOUTH 08°37' WEST) A DISTANCE OF 1295.09 FEET TO A FOUND 2" I.B.W.C. PIPE; THENCE, NORTH 89°47'29" WEST (COUNTY RESURVEY PLAT BEARING NORTH 89°50' WEST) A DISTANCE OF 1179.98 FEET TO THE TRUE POINT OF BEGINNING FOR THE PARCEL OF LAND DESCRIBED HEREIN;

THENCE, SOUTH 00°03'29" EAST (COUNTY RESURVEY PLAT BEARING SOUTH 00°06' EAST) A DISTANCE OF 2707.44 FEET TO A SET 1/2" REBAR AT THE SOUTHEAST CORNER OF THIS PARCEL;

THENCE, SOUTH 89°59'37" WEST A DISTANCE OF 603.14 FEET (COUNTY RESURVEY PLAT SOUTH 89°54' WEST, 603.30 FEET) TO A SET 1/2" REBAR ON THE SOUTHWEST CORNER OF THIS PARCEL;

THENCE, NORTH 02°30'31" EAST A DISTANCE OF 876.49 FEET (COUNTY RESURVEY PLAT NORTH 02°28' EAST, 878.60 FEET) TO A SET 1/2" REBAR ALONG THE RIGHT-OF-WAY OF SCHULTZ LATERAL TO A POINT;

THENCE, NORTH 00°03'29" WEST (COUNTY RESURVEY PLAT BEARING NORTH 00°06' WEST) A DISTANCE OF 1833.90 FEET TO A SET 1/2" REBAR ON THE NORTHWEST CORNER OF THIS PARCEL;

THENCE, SOUTH 89°47'29" EAST (COUNTY RESURVEY PLAT BEARING SOUTH 89°50' EAST) A DISTANCE OF 563.90 TO THE TRUE POINT OF BEGINNING AND SAID PARCEL CONTAINING 1,544,477.20 SQUARE FEET OR 35.4563 ACRES OF LAND MORE OR LESS.

EXHIBIT B

ATCON ENGINEERING
A 3.9822 ACRE PARCEL
BEING TRACT 10, BLOCK 7,
UPPER VALLEY SURVEYS
JANUARY 24, 1996

PROPERTY DESCRIPTION
(PARCEL 3)

DESCRIPTION OF A PARCEL OF LAND BEING TRACT 10, BLOCK 7, UPPER VALLEY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND I.B.W.C. MONUMENT P.T. STA. 1587+31.85, THENCE, NORTH $81^{\circ}22'34''$ WEST A DISTANCE OF 40.00 FEET TO A FOUND I.B.W.C. PIPE; THENCE, SOUTH $08^{\circ}37'26''$ WEST (COUNTY RESURVEY PLAT BEARING SOUTH $08^{\circ}37'$ WEST) A DISTANCE OF 1295.09 FEET TO A FOUND 2" I.B.W.C. PIPE; THENCE, NORTH $89^{\circ}47'29''$ WEST (COUNTY RESURVEY PLAT BEARING NORTH $89^{\circ}50'$ WEST) A DISTANCE OF 1783.88 FEET TO THE TRUE POINT OF BEGINNING FOR THE PARCEL OF LAND DESCRIBED HEREIN;

THENCE, SOUTH $00^{\circ}03'29''$ EAST A DISTANCE OF 300.99 FEET(COUNTY RESURVEY PLAT SOUTH $00^{\circ}06'$ EAST, 301.00 FEET) TO A SET 1/2" REBAR ON THE SOUTHEAST CORNER OF THIS PARCEL;

THENCE, NORTH $89^{\circ}47'29''$ WEST (COUNTY RESURVEY PLAT BEARING NORTH $89^{\circ}50'$ WEST) A DISTANCE OF 580.70 FEET TO A SET 1/2" REBAR ON THE SOUTHWEST CORNER OF THIS PARCEL;

THENCE, NORTH $00^{\circ}02'29''$ WEST (COUNTY RESURVEY PLAT BEARING NORTH $00^{\circ}05'$ WEST) A DISTANCE OF 220.30 FEET TO A SET 1/2" REBAR ;

THENCE, NORTH $21^{\circ}50'31''$ EAST (COUNTY RESURVEY PLAT BEARING NORTH $21^{\circ}48'$ EAST) A DISTANCE OF 86.80 FEET TO A SET 1/2" REBAR ON THE NORTHWEST CORNER OF THIS PARCEL;

THENCE, SOUTH $89^{\circ}47'29''$ EAST A DISTANCE OF 548.26 FEET (COUNTY RESURVEY PLAT SOUTH $89^{\circ}50'$ EAST, 548.20 FEET) TO THE TRUE POINT OF BEGINNING AND SAID PARCEL CONTAINING 173,462.99 SQUARE FEET OR 3.9822 ACRES OF LAND MORE OR LESS.

EXHIBIT C

ATCON ENGINEERING
A 52.1792 ACRE PARCEL
BEING A PORTION OF TRACT 1A, BLOCK 11,
UPPER VALLEY SURVEYS
JANUARY 26, 1996

PROPERTY DESCRIPTION
(PARCEL 1A2)

DESCRIPTION OF A PARCEL OF LAND BEING A PORTION OF TRACT 1A, BLOCK 11, UPPER VALLEY SURVEYS, CITY OF EL PASO EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND I.B.W.C. MONUMENT P.T. STA. 1587+31.85, THENCE NORTH $81^{\circ}22'34''$ WEST A DISTANCE OF 40.00 FEET TO A POINT; THENCE, SOUTH $08^{\circ}37'26''$ WEST (COUNTY RESURVEY PLAT BEARING SOUTH $08^{\circ}37'$ WEST) A DISTANCE OF 702.97 FEET TO THE TRUE POINT OF BEGINNING FOR THE PARCEL OF LAND DESCRIBED HEREIN;

THENCE, SOUTH $08^{\circ}37'26''$ WEST (COUNTY RESURVEY PLAT BEARING SOUTH $08^{\circ}37'$ WEST) A DISTANCE OF 592.12 FEET TO A FOUND 2" I.B.W.C. PIPE;

THENCE, NORTH $89^{\circ}47'29''$ WEST (COUNTY RESURVEY PLAT BEARING NORTH $89^{\circ}50'$ WEST) A DISTANCE OF 1139.98 FEET TO A SET CHISELED "X";

THENCE, NORTH $00^{\circ}03'29''$ WEST (COUNTY RESURVEY PLAT BEARING NORTH $00^{\circ}06'$ WEST) A DISTANCE OF 40.00 FEET TO A SET 1/2" REBAR ON THE NORTHWEST CORNER OF THIS PARCEL;

THENCE, NORTH $89^{\circ}47'29''$ WEST (COUNTY RESURVEY PLAT BEARING NORTH $89^{\circ}50'$ WEST) A DISTANCE OF 611.12 FEET TO A SET 1/2" REBAR ON THE SOUTHWESTERLY CORNER OF THIS PARCEL;

THENCE, NORTH $32^{\circ}51'04''$ WEST A DISTANCE OF 541.48 FEET TO A SET 1/2" REBAR TO A POINT OF CURVATURE;

THENCE, 148.49 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A CENTRAL ANGLE OF $56^{\circ}43'07''$, A RADIUS OF 150.00 FEET WHICH BEARS NORTH $04^{\circ}29'30''$ WEST A DISTANCE OF 142.50 FEET TO A SET 1/2" REBAR ;

THENCE, NORTH $21^{\circ}50'31''$ EAST (COUNTY RESURVEY PLAT BEARING NORTH $21^{\circ}48'$ EAST) A DISTANCE OF 363.07 FEET ALONG THE RIGHT-OF-WAY LINE OF SCHULTZ LATERAL TO A SET 1/2" REBAR ;

THENCE, NORTH $22^{\circ}58'15''$ EAST A DISTANCE OF 773.18 FEET TO A SET 1/2" REBAR ALONG SAID RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF THIS PARCEL;

THENCE, SOUTH $55^{\circ}30'29''$ EAST (COUNTY RESURVEY PLAT BEARING SOUTH $55^{\circ}33'$ EAST) A DISTANCE OF 1815.81 FEET TO A SET 1/2" REBAR ON THE SOUTHEASTERLY CORNER OF THIS PARCEL;

THENCE NORTH $34^{\circ}29'31''$ EAST A DISTANCE OF 55.00 FEET TO A SET 1/2" REBAR ;

THENCE, SOUTH $55^{\circ}30'29''$ (COUNTY RESURVEY PLAT BEARING SOUTH $55^{\circ}33'$ EAST) A DISTANCE OF 218.67 FEET TO THE TRUE POINT OF BEGINNING AND SAID PARCEL CONTAINING 2,272,924.62 SQUARE FEET OR 52.1792 ACRES OF LAND MORE OR LESS.

EXHIBIT D

ATCON ENGINEERING
A 3.2140 ACRE PARCEL
BEING A PORTION OF TRACT 1A, BLOCK 11,
UPPER VALLEY SURVEYS
JANUARY 26, 1996

PROPERTY DESCRIPTION
(PARCEL 1A3)

DESCRIPTION OF A PARCEL OF LAND BEING A PORTION OF TRACT 1A, BLOCK 11,
UPPER VALLEY SURVEYS, CITY OF EL PASO EL PASO COUNTY, TEXAS AND BEING
MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND I.B.W.C. MONUMENT P.T. STA. 1587+31.85, THENCE
NORTH 81°22'34" EAST A DISTANCE OF 40.00 FEET TO A POINT; THENCE, SOUTH
08°37'26" WEST (COUNTY RESURVEY PLAT BEARING 08°37' WEST) A DISTANCE OF
1295.09 TO A FOUND 2" I.B.W.C PIPE; THENCE NORTH 89°47'29" WEST (COUNTY
RESURVEY PLAT BEARING NORTH 89°50' WEST) A DISTANCE OF 1139.98 FEET TO A
SET CHISELED CROSS; THENCE NORTH, 00°03'29" WEST (COUNTY RESURVEY
PLAT BEARING NORTH 00°06' WEST) A DISTANCE OF 40.00 FEET TO A POINT;
THENCE, NORTH 89°47'29" WEST (COUNTY RESURVEY PLAT BEARING NORTH
89°50' WEST) A DISTANCE OF 658.85 FEET TO THE TRUE POINT OF BEGINNING
FOR THE PARCEL OF LAND DESCRIBED HEREIN

THENCE, NORTH 89°47'29" WEST (COUNTY RESURVEY PLAT BEARING NORTH
89°50' WEST) A DISTANCE OF 538.78 FEET TO A SET 1/2" REBAR ON THE
SOUTHWESTERLY CORNER OF THIS PARCEL;

THENCE NORTH 21°50'31" EAST (COUNTY RESURVEY PLAT BEARING NORTH
21°48' EAST) A DISTANCE OF 651.59 FEET TO A SET 1/2" REBAR ;

THENCE, 181.37 FEET ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A
CENTRAL ANGLE OF 54°41'35", A RADIUS OF 190.00 FEET AND A CHORD WHICH
BEARS SOUTH 05°30'16" EAST A DISTANCE OF 174.56 FEET TO A SET 1/2" REBAR;

THENCE, SOUTH 32°51'04" EAST A DISTANCE OF 515.45 FEET TO THE TRUE POINT
OF BEGINNING AND SAID PARCEL CONTAINING 140,000.22 SQUARE FEET OR
3.2140 ACRES OF LAND MORE OR LESS.

Prepared For: Frontera Vista, L.P.
Being a portion of Tracts 8, Block 7,
and a portion of Tract 1A, Block 11, Upper Valley Surveys,
save and except a portion of Duckett Road,
City of El Paso, El Paso County, Texas
Date: May 16, 2000
File: vc_park.wpd

PROPERTY DESCRIPTION
(PARK SITE)

Description of a 36.5504 acre parcel of land being a portion of Tract 8, Block 7, and a portion of Tract 1A, Block 11, Upper Valley Surveys, save and except a 0.5504-acre portion of Duckett Road, (Net Acreage 36.00 acres for referenced parcel) City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Starting at an existing International Boundary and Water Commission monument located at P.T. Station 1587+31.85, Thence North $81^{\circ}22'34''$ West a distance of 40.00 feet to a found International Boundary and Water Commission pipe, said point also lying on the Eastern Tract line Tract 1A, Block 11, Upper Valley Surveys; Thence South $08^{\circ}37'26''$ West along said Tract line a distance of 728.03 to the "True Point of Beginning";

Thence South $08^{\circ}37'26''$ West along the Eastern Tract Line of Said Tract 1A, Block 11, Upper Surveys a distance of 564.55 feet to a set $5/8"$ rebar with yellow plastic cap stamped TX. 2449, Roe Engineering, L.C.;

Thence North $89^{\circ}47'29''$ West a distance of 606.53 feet to a set $5/8"$ rebar with yellow plastic cap stamped TX. 2449, Roe Engineering, L.C.;

Thence South $08^{\circ}37'26''$ West a distance of 831.39 to a set $5/8"$ rebar with yellow plastic cap stamped TX. 2449, Roe Engineering, L.C., said rebar lying on the centerline of the future extension of Redd Road.

Thence North $32^{\circ}18'28''$ West along the future extension of Redd Road a distance of 495.04 feet to a set $5/8"$ rebar with yellow plastic cap stamped TX. 2449, Roe Engineering, L.C.;

Thence along an arc of a curve to the left a distance of 679.12 feet, whose radius is 875.77 feet, whose central angle is $44^{\circ}25'48''$ and whose chord bears North $54^{\circ}31'23''$ West a distance of 662.23 feet to a set $5/8"$ rebar with yellow plastic cap stamped TX. 2449, Roe Engineering, L.C.;

Thence North $21^{\circ}50'31''$ East a distance of 1392.71 feet to a point, said point lying on the Northerly Tract line of Tract 1A, Block 11, Upper Valley Surveys, unable to set due to water level in existing drain;

Thence South $55^{\circ}30'29''$ East along said Northerly Tract Line a distance of 1146.46 feet to a point, unable to set due to water level in existing drain;

Thence North $34^{\circ}29'31''$ East along said Northerly Tract Line distance of 29.25 feet to a set $5/8"$ rebar with yellow plastic cap stamped TX. 2449, Roe Engineering, L.C.;

Thence South $56^{\circ}35'07''$ East along Northerly tract line a distance of 167.81 feet back to the "TRUE POINT OF BEGINNING" and containing in all 1,552,153.26 square feet or 36.5504 acres of land more or less. Save and except portion being more particularly described by metes and bounds as follows:

PROPERTY DESCRIPTION

(Save and Except a 0.5504 acre portion of Duckett Road)

Starting at an existing International Boundary and Water Commission monument, located at P.T. Station 1537+31.85, Thence North $81^{\circ}22'34''$ East a distance of 40.00 feet to a found International Boundary and Water Commission pipe, said point also lying on the Eastern Tract line Tract 1A, Block 11, Upper Valley Surveys; Thence South $08^{\circ}37'26''$ West along said Tract line a distance of 728.08 feet to a point; Thence South $08^{\circ}37'26''$ West along the Eastern Tract Line of Said Tract 1A, Block 11, Upper Surveys a distance of 564.55 feet to a point; Thence North $89^{\circ}47'29''$ West a distance of 606.53 feet to a point; Thence South $08^{\circ}37'26''$ West a distance of 831.39 to a point, said point lying on the centerline of the future extension of Redd Road; Thence North $32^{\circ}18'29''$ West along the future extension of Redd Road a distance of 495.04 feet to a point; Thence along an arc of a curve to the left a distance of 211.75 feet, whose radius is 875.77 feet, whose central angle is $13^{\circ}53'15''$ and whose chord bears North $39^{\circ}17'07''$ West a distance of 211.75 feet to the "TRUE POINT OF BEGINNING";

Thence along an arc of a curve to the left a distance of 53.87 feet, whose radius is 875.77 feet, whose central angle is $3^{\circ}31'29''$ and whose chord bears North $47^{\circ}57'23''$ West a distance of 53.87 feet to a set 5/8" rebar with yellow plastic cap stamped TX. 2449, Roe Engineering, L.C.;

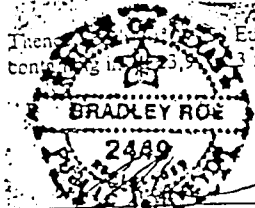
Thence North $00^{\circ}00'23''$ West a distance of 185.59 feet to a set 5/8" rebar with yellow plastic cap stamped TX. 2449, Roe Engineering, L.C.;

Thence North $89^{\circ}47'29''$ West a distance of 364.23 feet to a set 5/8" rebar with yellow plastic cap stamped TX. 2449, Roe Engineering, L.C.;

Thence North $21^{\circ}50'31''$ East a distance of 45.03 to a set 5/8" rebar with yellow plastic cap stamped TX. 2449, Roe Engineering, L.C.;

Thence South $89^{\circ}47'29''$ East a distance of 383.21 feet to a set 5/8" rebar with yellow plastic cap stamped TX. 2449, Roe Engineering, L.C.;

Thence North $47^{\circ}57'23''$ East a distance of 261.52 feet back to the "TRUE POINT OF BEGINNING" and containing 0.5504 acres of land more or less.



Bradley Roe, R.E. L.S. 2449
Roe Engineering, L.C.

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